

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

----- X  
PEREZ, HECTOR  
MARLAND INTERNATIONAL S.A.  
MEDINA, LIS CARINA  
TERRA RISSO, M. ALEJANDRA  
WITKRON S.A.  
GOLSUN S.A.  
JOSE, JUAN ALBERTO  
QUATRINI, JOSE LUIS  
RUIZ, MARIO ALBERTO  
FARIGOLD TRADE S.A.  
MARTINEZ, CLAUDIO  
DE GAMBOA, FRANCISCO  
MURILLO DE GEBERT, SILVIA ALCIRA and  
GEBERT, ENRIQUE ANTONIO JULIO  
LAYNEL CORPORATION S.A.

*[Plaintiffs in 03 Civ. 1680]*

[additional Plaintiffs are listed on following pages]

Plaintiffs,

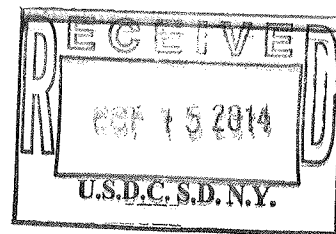
-against-

THE REPUBLIC OF ARGENTINA,

Defendant.  
----- X

14 CV 8242

COMPLAINT



Plaintiffs, by their attorneys, Milberg LLP, for their Complaint, allege as follows:

Nature of the Action

1. This is a breach of contract action arising in connection with defaulted bonds (“Bonds”) issued by Defendant, the Republic of Argentina.

2. Plaintiffs own beneficial interests in such Bonds. Plaintiffs have previously sued Argentina in this Court to recover on their Bonds and have obtained money judgments in those actions, which are identified in the caption by docket number. Argentina has failed to pay those

*[Text continues on page 16]*

*[Caption continued]*

	X
MAZZOLA, LIVIO	:
BRADFORD PROMOTIONS S.A.	:
HAMBURG CONSULTING INC.	:
GARRAFA, PIERINO	:
SENDIN, CARLOS JESUS	:
GIBSON, EDUARDO	:
BASSO, FRANCISCO	:
ANTONIONE, FRANCA	:
PEREZ, FLORENCIO	:
GRECO, JUAN CARLOS	:
ZUBIELQUI, RAMON	:
FRANCESCHI, EDUARDO ANDRES	:
GELLXON CORP.	:
COHEN, ENRIQUE	:
BERRAONDO, MARIA ISABEL	:
ZUBASTI, GRACIELA	:
SANCHEZ BLANCO, ADOLFO	:
SALAMANCA, RAFAEL ANTONIO	:
	:
<i>[Plaintiffs in 03 Civ. 4693]</i>	:
	:
KINBURG TRUST S.A.	:
MAZZINI, JORGE MARCELO and CHERSICLA,	:
GRACIELA ALEJANDRA	:
COMPAÑÍA CALITECNO S.A.	:
ZUM FELDE, HEINRICH PETER	:
BARAVALLE, ANA VALERIA and BARAVALLE,	:
PABLO ALEJANDRO	:
BACLINI, EZEQUIEL HERNAN and CARONNA,	:
PATRICIA RUTH	:
LANDI, JOSE ALBERTO	:
SADDEMI, SALVADOR and LEPONE, MARIA	:
TERESA	:
TABOADA, HERNAN	:
FRASCA DE LAURIA, SUSANA	:
GIUDICE, NORBERTO PABLO	:
LAURIA, SUSANA and DOTTO, GUILLERMO	:
TABOADA, JORGE MANUEL	:
ESCUDERO, MARIA DEL CARMEN	:
COHEN, ENRIQUE and ROSAS DE COHEN,	:
ESTRELLA BETY and COHEN, DEBORA REINA	:
CORBINS TRADE S.A.	:
GIACOMAZZI, LUIGI and PEDROLI, LUCIANA	:
GIACOMAZZI, PATRIZIA and STAGNITTO,	:
MICHELE	:

*[Caption continued]*

MATHEOU, CLAUDIO MIGUEL :  
 MASINI, HUGO and TOURON, VIVIANA NOEMI :  
 DOMATO, GUILLERMO JORGE :  
 IMPERIAL BYLIDOL S.A. :  
 PARDAL, DARIO ALBERTO :  
 MASTRONARDI, PAULA :  
 VAZQUEZ, HORACIO ALBERTO and :  
 CEBROWSKI, LILIANA :

*[Plaintiffs in 03 Civ. 8120]*

PELUFFO, DIEGO PEDRO and FOX :  
 ANASAGASTI, FELICITAS FLORENCIA :  
 GIOVACHINI, JUAN OMAR and PARISI, LILIA :  
 ANGELICA :  
 ALMANZA, GUILLERMO and VON GROMANN, :  
 FELICITAS C. :  
 GAMITO, GRACIELA ADRIANA and CALEFFA, :  
 ADRIAN :  
 TRALOVE COMPANY S.A. :  
 MALETTI, MAURA :  
 SAURO, ROBERTO VIRGILIO and LESO, RITA :  
 GIL, RODOLFO ALBERTO and VICENCIO :  
 SAAVEDRA, VIVIAN ORIANA :  
 DE LA MERCED, FRANCISCO EDUARDO and :  
 BAVASSI, ISABEL EVANGELINA :  
 MAKAPYAN S.R.L. :  
 MECHURA, FRANCISCO JOSE and :  
 DONNANTUONI, GRACIELA :  
 FERMAN, BERNARDO G. :  
 FEYSOL S.A. :  
 COMPAGNIE FRANCAISE :  
 D'INVESTISSEMENTS S.A. :  
 PAGANO, MARIA SUSANA and LAGOS, CARLOS :  
 ALBERTO :  
 LAGOS, CARLOS ALBERTO and LAGOS, MARIA :  
 DE LAS MERCEDES :  
 CENTENO, GUILLERMO CARLOS F. :  
 KRASUK, JULIO HECTOR :  
 MURACA, CARLOS ALBERTO :  
 GIOVE, MAURIZIO and VALERI, PATRIZIA :  
 RONZON, ANDREA and FALOMO, SILVA :  
 GIANNATTASIO, VITTORIO and :  
 GIANNATTASIO, MONICA :  
 PRIMA, MARCELO EDUARDO and FUCITO, :  
 ANDREA FABIANA :

*[Caption continued]*

GUILLEN, MANUEL G. and CASTAÑO, BEATRIZ :  
 M. :  
 GRACIOTTI, MONICA HAYDEE and MORA, :  
 LISANDRO ROBERTO ARTURO :  
 SANTANA, ABEL VICENTE and :  
 MANGIALAVORI, MARIA CLAUDIA :  
 SANCHEZ CABALLERO, HORACIO ALBERTO :  
 M. and SANCHEZ CABALLERO, RICARDO and :  
 SANCHEZ CABALLERO, ELISA :  
 SANCHEZ CABALLERO, RICARDO and :  
 SANCHEZ CABALLERO, ELISA and MOLINA :  
 GOWLAND, SUSANA :  
 DEBIASI, GUIDO :  
 DE ROSA, ATTILIO :  
 GORGONE, THEA PINA and PADOAN, :  
 ALESSANDRA and PADOAN, GLORIA and :  
 PADOAN, PIERLUIGI :  
 GORGONE, THEA PINA and PADOAN, :  
 ALESSANDRA :  
 GORGONE, THEA PINA and PADOAN, LUIGI :  
 CUBASSO, DOLLY ESTHER :  
 ROSINI, JORGE HORACIO and SALVADOR, :  
 ALICIA ESTER :  
 FERNANDEZ, ALEJANDRO ENRIQUE :  
 OTAÑI, JESUS JORGE :  
 MUR, LUCIO RAMON :  
 LIMOLI, MIGUEL :

*[Plaintiffs in 04 Civ. 1077]*

MAZORAL S.A.

*[Plaintiff in 04 Civ. 3313]*

NEUENHOFER, ANSGAR and NEUENHOFER, :  
 BEATE :  
 FIRST CITY S.A. :  
 BURSZTYN, ALBERTO SILVIO and MALEC, :  
 DORA RAQUEL :  
 MAZZA, CLAUDIO OSCAR and POVEDA, :  
 ADRIANA BEATRIZ :  
 GIGAGLIA, LYDIA HAYDEE :  
 BURUL, RODOLFO :  
 SORRENTINO, SANTA :  
 MAZZANTI, MASSIMILIANO and MAZZANTI, :  
 MANUELA and FUSCHINI, GIUSEPPINA :

*[Caption continued]*

GUERRINI, MARTA :  
 GUERRINI, CORRADO :  
 SIMONCINI, STEFANIA and PACIELLO, LUIGI :  
 DOLCETTI, ARNOLDO and NAVA, TELLADE and :  
 DOLCETTI, GABRIELLE :  
 DOLCETTI, GIUSEPPE and DOLCETTI, :  
 GABRIELLE :  
 VITIELLO, TOMMASINO :  
 VITIELLO, LUIGI :  
 MALEC, DORA RAQUEL and BURSZTYN, :  
 ANDREA SUSANA and BURSZTYN, ALBERTO :  
 SILVIO :  
 PACHECO, ALFREDO and BROWN, FRANCES :  
 MUSCHIETTI, JOSE ANTONIO and BUENAÑO, :  
 MARIA CRISTINA and MUSCHIETTI, ADOLFO :  
 MIGUEL :  
 MUSCHIETTI, MARIA CRISTINA and BUENAÑO, :  
 MARIA CRISTINA and MUSCHIETTI, ADOLFO :  
 MIGUEL :  
 MUSCHIETTI, ALEJANDRO FEDERICO and :  
 BUENAÑO, MARIA CRISTINA and :  
 MUSCHIETTI, ADOLFO MIGUEL :  
 MUSCHIETTI, RODRIGO FELIPE and BUENAÑO, :  
 MARIA CRISTINA and MUSCHIETTI, ADOLFO :  
 MIGUEL :  
 INTER PALMISANO S.A. :  
 LERINERCO S.A. :  
 PESENTI, AURELIO :  
 SONDERMANN GELLER, EVA and :  
 KALBERMANN, PEDRO and KALBERMANN, :  
 PABLO :  
 KALBERMANN, PABLO HUGO :

*[Plaintiffs in 04 Civ. 3314]*

LUCIANO, NELSON DANTE and LUCIANO, :  
 DANTE and LUCIANO, DAVID ADRIAN and :  
 FELIU, MERCEDES :  
 CLAVIJO, OSCAR RAUL and OTERO, ANA :  
 MARIA AURORA :  
 BRUZZONE, CARLOS ALBERTO :  
 KALBERMANN, PEDRO and SONDERMANN, :  
 EVA and KALBERMANN, PABLO :

*[Plaintiffs in 04 Civ. 6137]*

*[Caption continued]*

MASI, COLOMBO :  
 BIVORT, LUIS PEDRO and PELAYO, MARIA :  
 ELENA :  
 ETCHART, VALENTINA :  
 CILLI, MARIA FAUSTA :  
 FACCIONI, FIORENZO and STORARI, PATRIZIA :  
 SIMONE, LEONARDO HILARIO :  
 ULLA, CARLOS ARTURO JOSE :  
 ULLA, DECIO CARLOS FRANCISCO :

*[Plaintiffs in 04 Civ. 6594]*

RABINOVICH, DELFIN A. :  
 PELUFFO, DIEGO PEDRO and BORDIGONI, :  
 LEONIDAS RAUL :  
 SECCO, OSCAR :  
 FERNANDEZ BARBEITO, ALEJANDRO :  
 BUCZAT, ELVIRA DAGMAR :  
 BARBEITO, RAMON and FERNANDEZ DE :  
 BARBEITO, LIDIA :  
 CALVO, MERCEDES :

*[Plaintiffs in 04 Civ. 7056]*

CALVO, MANUEL and CALVO, MERCEDES :  
 ARDITI, ALCIRA NOEMI and ARDITI, CLAUDIO :  
 GABRIEL :  
 BARBEITO FERNANDEZ, FERNANDO :  
 CONCETTINI, SANDRO :  
 CASTELLI, MARIA ASUNCION INMACULADA :  
 and AMBROSELLI, JOSEFA :  
 PARADA, ROBERTO CARLOS and LANDO DE :  
 PARADA, ROSA SARA POMPEYA and PARADA, :  
 GUILLERMO PEDRO and PARADA, MARIANO :  
 ROBERTO :  
 G. DE SONDERMANN, ALICIA and :  
 SONDERMANN, EVA and SONDERMANN, :  
 SUSANA and SONDERMANN, RICARDO :

*[Plaintiffs in 04 Civ. 7504]*

FISEICO - FINANCING SERVICES :  
 INTERNATIONAL CORPORATION :  
 NICOLAS, EDITH ELVIRA and AZCARATE, :  
 PAULA ARMANDA :  
 LERINERCO S.A. :

*[Caption continued]*

ENSENADA UNITED CORPORATION  
BIANCHI, LORENZO

*[Plaintiffs in 05 Civ. 177]*

ALLIEVI, GIORDANO and TOSCANO,  
GABRIELLA  
STUCCHI, AMBROGIO and STUCCHI, GIUSEPPE  
and STUCCHI, MARIA LUISA  
LEGNARO, MORENO  
DAL TOE, MARIO  
CIALLELLA, DAVIDE  
DAL TOE, BRAMANTE and VETTORETTI, LUCIA  
NAJ OLEARI, ALDO and MODENA, MARIA IDA  
DAL TROZZO, ADA  
GARCIA TOBIO, LUIS and MACIEL, ANTONIA  
MIRIAN

*[Plaintiffs in 05 Civ. 178]*

GIACOMAZZI, LUIGI and PEDROLI, LUCIANA  
SCOCCHERA, AGOSTINO  
SPILLER, MARCELO and BUSCAGLIA, ROMINA  
MARIA  
KORNAS, KAZIMIERZ  
LOPEZ, NORA RAQUEL and MIGUEL, GABRIEL  
and MIGUEL, RAMON  
VANNI, MARCOS and CABRERA, ANA  
ANTONIA and CABRERA, TERCENCIANO DE  
JESUS  
MARTINEZ, CARLOS ALBERTO and BARBERO,  
MONICA CRISTINA  
SUTTER, SIDNEY

*[Plaintiffs in 05 Civ. 2521]*

ARGENTIERI, EDUARDO  
ESCATI, CARLOS ADOLFO  
VALERIO, ARMANDO EDUARDO  
PORTELA, MIRTA ANTONIA and PEREZ  
VILLALBA, ROQUE  
LEIMGRUBER, GABRIEL FEDERICO and  
LEIMGRUBER, FEDERICO HECTOR  
DEMIDOVICH, LAURA VICTORIA and  
DEMIDOVICH, ALEJANDRO and CASTRILLI,  
DIEGO WALTER

*[Caption continued]*

*[Plaintiffs in 05 Civ. 2943]*

RIGUEIRO, MARCELO RUBEN and SACCONI,  
SILVIA MABEL  
ZUCCHINI, ALFREDO ENRIQUE  
DE NICOLA, NESTOR and BERRETTI, GRACIELA  
MARTA and DE NICOLA PAULA and DE  
NICOLA, ANDREA  
ROCCA, SANTIAGO and SALDAÑA, ANA MARÍA  
and ROCCA, ENRIQUE JORGE  
DUSSAULT IN COLELLA, DENISE MARIE  
LAURETTE and COLELLA, MICHELE  
SCHWALD, JOSEF  
GATTI, SUSANA LEONOR and GATTI, MARTA  
BEATRIZ and GATTI, LUIS ANGEL

*[Plaintiffs in 05 Civ. 3089]*

ROLFO, DANIEL HORACIO and GALIANI,  
ALICIA EVELIA  
DULEVICH, GRISELDA TERESA  
SAUCO, MARIA AGUSTINA and SAUCO, MARIA  
GRISELDA and SAUCO, MARIA FLORENCIA  
and SAUCO, MARIA MERCEDES  
SAUCO, OSVALDO LORENZO

*[Plaintiffs in 05 Civ. 3955]*

NEBHEN, RAMON EDUARDO and ALBORNOS,  
ANA CECILIA  
ITALIA, BRUNO  
BUSI, ANGELA  
QUIROGA, MARIA LUCRECIA and DI MARCO,  
RUBEN UBALDO  
FARINOLA, NICOLAS CARLOS AMADOR and  
FARINOLA, JORGE CONRADO  
FARINOLA, NICOLAS CARLOS AMADOR  
ARNOLD, RENATE  
REDONDO DE NEGRI, IRMA HAYDEE and  
NEGRI, JORGE ALBERTO ATILIO

*[Plaintiffs in 05 Civ. 4299]*

BALDARI, MASSIMO and ROSSO, LILLINA  
GONZALEZ, ALBERTO ANICETO and



*[Caption continued]*

GONZALEZ, DELIA ISABEL and GONZALEZ, :  
 MARIANA :  
 FEDECOSTANTE, ROBERTO and DI TOMMASO, :  
 DINA :  
 DENIS, BRIGIDA ELVIRA and BURGIO, VILMA :  
 and SORIA, NAIBY ELIANA :  
 GIUSTI DE BEHAR, NELIDA AMELIA :  
 STERN, ALEXANDER and STERN, INGEBORG :  
 DE LUCA, MARIA MARTA :

*[Plaintiffs in 05 Civ. 4466]*

BERRI, SERGIO RODOLFO and BOFFELLI, :  
 STELLA MARIS :  
 BERRI, MALCOLM GERALD and PAOLONI, :  
 NELIDA ROSA :  
 CONTE, FRANCO MARIA and LO VULLO, LINA :  
 MASOLETTI, FRANCESCO :

*[Plaintiffs in 05 Civ. 6002]*

EIDELMAN, INES DELIA and TOPF, DIEGO :  
 FABIAN :  
 MODERN GROUP S.A. :  
 LUCABRAS S.A. :  
 CIVETTA, CESAR and WIELIWIS, AMANDA and :  
 CIVETTA, ALDO :

*[Plaintiffs in 05 Civ. 6200]*

FERISMAR CORP. S.A. :  
 RIAL COTO, CARLOS A. and UNGARO :  
 TORRADO, MARIA C. :  
 KLEIN, DIANA :  
 GHIBLI INVESTMENTS LTD. :  
 COUNTY BAY INVESTMENTS LTD. :

*[Plaintiffs in 05 Civ. 6599]*

SAUCO, MARIA AGUSTINA :  
 SCHUSTER, SILVIO EDUARDO and :  
 SCHMUSKOVITS DE SCHUSTER, RIVKA and :  
 SCHUSTER, NICOLAS and SCHUSTER, FLAVIA :  
 MARINA :  
 KAUFMANN, MIGUEL :  
 RAMOS, EDGARDO A. and DE RAMOS, BEATRIZ :

*[Caption continued]*

LEONOR  
PASQUALI, ELENA  
PORTICO CAPITAL INC.  
CORLEIS SOCIEDAD ANONIMA  
SAENZ, GRACIELA CANDIDA and GARCIA  
MADEO, NORBERTO ANGEL and SAENZ, ANA  
MARIA  
ZAHN, JÖRG

*[Plaintiffs in 05 Civ.8687]*

KAUFMANN, RICARDO  
BITTO, MIGUEL ANGEL and CINQUEMANI,  
MARIA SILVIA  
QUATRINI, EUGENIO and MARINI, OLGA ALBA  
and QUATRINI, SEBASTIAN  
SEXE, PEDRO MARCELO  
OLDAK, SAMUEL and OLDAK, ANNA and  
OLDAK, DAVID and OLDAK, URI  
TELINCOR S.A.  
PASQUALI, SOCRATE and CARDUCCI, ANNA  
MARIA

*[Plaintiffs in 05 Civ. 10636]*

PETERS, HARTMUT  
BOLLAND, WOLFGANG  
WEGE ZU MOZART  
VERANSTALTUNGSGESELLSCHAFT m.b.H

*[Plaintiffs in 06 Civ. 3196]*

PALEARI, ANDREA  
GAMATOWN CORPORATION  
AMOROSO, ABEL  
NORFOLK INVESTMENT TRADE CO. LTD.  
GARRIDO, EDUARDO RAUL

*[Plaintiffs in 06 Civ. 3197]*

BLIWAY INTERNATIONAL S.A.

*[Plaintiffs in 06 Civ. 3198]*

ZAHN, SABINE  
SCHWALD, JOSEF

*[Caption continued]*

BOIM S.A.  
SPANICCIATI, STEFANO  
RUBIN, NESTOR ALBERTO  
SCHWALD, ANDREAS WILFRIED

*[Plaintiffs in 06 Civ. 6032]*

PAULETICH, ANTONIO JUAN and PAULETICH,  
FABIAN E.  
PERUZ, FRANCO  
CASELLA, NORBERTO DARIO  
STREET INVESTMENTS LIMITED  
SCANAVINO, GUIDO and SCANAVINO, LYDIA  
GRASSI, GIANCARLO  
BEYER, HENDRIK  
SCLAFANI, EDGARDO GERARDO A.  
TASSO, LUCIA RAFAELA  
BRANDES, ALEXIA and EXPOSITO, FERNANDO

*[Plaintiffs in 07 Civ. 98]*

CAVANA, MARA  
DALLA, MAURIZIO  
PALLADINI, RENATO  
VIGNALI, ANDREA  
FINCOMPANY S.A.  
GAGGIOLI, GLORIA  
CHIRIATTI, VALERIO and BUCCIOLI,  
SIMONETTA  
GAUDENZI, ATTILIO  
MARCACCINI, ELENA  
MOTTI, ILDEBRANDO  
TURCHI, TULLIA  
ZAVOLI, LORIS

*[Plaintiffs in 07 Civ. 689]*

CIGOLINI, CARLO  
COLOMBO, JUAN EDUARDO and DELGADO,  
ESTELA ISABEL  
NANNI, CARLA  
PETRONI, MAURIZIO  
AKMAN, ROBERTO and GENNI, LILIANA EDITH  
DOLCETTI, GABRIELE and NAVA, TELLADE  
DOLCETTI, GABRIELE and NAVA, TELLADE and  
DOLCETTI, ARNOLDO

*[Caption continued]*

DOLCETTI, MARCELLA  
MULAZZANI, LUCA

*[Plaintiffs in 07 Civ. 2607]*

BACCANELLI, ROBERTO BAUTISTA FRANCO

*[Plaintiffs in 07 Civ. 2788]*

ALZAGA, ALFREDO CARLOS  
BALESTRINI, MIGUEL ALBERTO and DELLA  
FLORA, BIBIANA and BALESTRINI, MARIA  
ISABEL  
TAUSS, MARIANA NOEMI  
POCOSGNICH, ATILIO LUIS and GRACIAN,  
ALICIA BEATRIZ and POCOSGNICH,  
CAROLINA  
LUPPI, ALEJANDRO R.  
MARTI RETA, BEATRIZ and LIENDO, HORACIO  
TOMAS

*[Plaintiffs in 07 Civ. 5807]*

CEREDI, LUCIANA and MILANESI, LUCIANO  
MILANESI, ALESIA  
ZEYING, PENG and CHEUNG LEUNG, WOON  
GONZALEZ MARTIN, RAUL ALEJANDRO  
FERREIRA, GUSTAVO CARLOS  
CARTAÑA, JOSE EMILIO  
MENDEZ, RAUL HORACIO and MENDEZ FERRO,  
MARIA MERCEDES

*[Plaintiffs in 07 Civ. 7248]*

PITRONACI ELLE, ROBERTO CLAUDIO  
HILLCOAT, ALBERTO GUILLERMO and  
MARTINEZ, ELENA GRACIELA  
PALACIO MINETTI, ENRIQUE SEBASTIAN and  
PALACIO, SEBASTIAN JORGE and FERRER,  
MARIA ESTHER  
AJU S.A.  
KORNAS, CASIMIRO  
BALESTRINI, MIGUEL ALBERTO and DELLA  
FLORA, BIBIANA  
HEEB, MICHAEL  
PIOLI, LIDIA FLORINDA and LEIVAS, ANA

*[Caption continued]*

LIDIA and BALESTRELLI, JUAN DOMINGO :

*[Plaintiffs in 07 Civ. 10656]* :

BRAUN, GUNTHER :  
 HWB RENTEN PORTFOLIO PLUS :  
 HWB ALEXANDRA STRATEGIES PORTFOLIO :  
 NW GLOBAL STRATEGY :  
 VICTORIA STRATEGIES PORTFOLIO LTD. :  
 HWB VICTORIA STRATEGIES PORTFOLIO :  
 HWB PORTFOLIO PLUS :

*[Plaintiffs in 07 Civ. 10657]* :

DE IULIIS, CESARE and MANDOLINO, MIRTA :  
 BEATRIZ :  
 SORROCHE, EDUARDO HECTOR and COSTA, :  
 SUSANA ALICIA and SORROCHE, DIEGO :  
 MARCOS and SORROCHE, VERONICA :  
 ERB, RUDOLF and ERB, CHRISTA :  
 OVEJERO, SILVIA BEATRIZ and DE LAFUENTE, :  
 DAVID :  
 PELUSO, JOSE L. :

*[Plaintiffs in 07 Civ. 11495]* :

HWB RENTEN PORTFOLIO PLUS :  
 HWB ALEXANDRA STRATEGIES PORTFOLIO :  
 VICTORIA STRATEGIES PORTFOLIO LTD. :  
 HWB VICTORIA STRATEGIES PORTFOLIO :  
 HWB PORTFOLIO PLUS :

*[Plaintiffs in 07 Civ. 11382]* :

ZYLBERBERG FEIN LLC :

*[Plaintiff in 07 Civ. 11496]* :

U.V.A. VADUZ :  
 BOHRER, KLAUS :

*[Plaintiffs in 07 Civ. 11497]* :

AMBER REED CORP. :  
 CONSULTORA KILSER S.A. :

*[Caption continued]*

*[Plaintiffs in 08 Civ. 440]*

ETCHETO, ALEJANDRO ALBERTO and  
MONKES, SUSANA ALICIA  
HABER, ALBERTO

*[Plaintiffs in 08 Civ. 4902]*

HAGEMANN, HELMUT

*[Plaintiffs in 08 Civ. 5436]*

BRANDES, CRISTA IRENE and MOLINARI,  
FRANCISCO MIGUEL

*[Plaintiffs in 08 Civ. 6625]*

CARABAJAL, OSCAR REINALDO and SASAL,  
DORA LUISA and VAZQUEZ, MARTA  
AZUCENA  
CASTRO, ROSA DELFINA and VAZQUEZ,  
MARTA AZUCENA and SASAL, DORA LUISA  
GAMATOWN CORPORATION S.A.

*[Plaintiffs in 09 Civ. 8275]*

U.V.A. VADUZ  
BOHRER, KLAUS  
KANTNER, UTE  
SCHMIDT, MICHAEL

*[Plaintiffs in 09 Civ. 7059]*

DUSSAULT, MARIE LAURETTE  
PILTZ, BURGHARD

*[Plaintiffs in 11 Civ. 2864]*

HWB ALEXANDRA STRATEGIES PORTFOLIO  
HWB DACHFONDS - VENIVIDIVICI

*[Caption continued]*

HWB GOLD & SILBER PLUS  
VICTORIA STRATEGIES PORTFOLIO LTD.  
DRAWRAH LIMITED

*[Plaintiffs in 09 Civ. 8299]*

GAMATOWN CORPORATION S.A.  
HWB GOLD & SILBER PLUS  
NW GLOBAL STRATEGY

*[Plaintiffs in 10 Civ. 4656]*

HAGEMANN, CRISTOPH  
SALINOVICH, ANYE and BALESTRELLI, JUAN  
DOMINGO and LEIVAS, ANA LIDIA

*[Plaintiffs in 11 Civ. 4223]*

KALBERMANN, PEDRO

*[Plaintiff in 02 Civ. 4124]*

COLELLA, MICHELE and DUSSAULT, DENISE

*[Plaintiffs in 04 Civ. 2710]*

EXPOSITO, VANINA ANDREA

*[Plaintiff in 04 Civ. 3639]*

Plaintiffs,

-against-

THE REPUBLIC OF ARGENTINA,

Defendant.

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*[Text continued from first page]*

judgments, has evaded efforts to execute on the judgments, and has made public declarations that it will not honor the judgments.

3. By the present action, Plaintiffs seek specific performance and equitable relief as against Argentina with respect to the Equal Treatment Provision contained in the *pari passu* clauses of the Fiscal Agency Agreements, prospectuses and other governing documents covering the Bonds, as identified more specifically below. The Equal Treatment Provision provides that the payment obligations of Argentina under the Bonds shall at all times rank at least equally with all its other present and future unsecured and unsubordinated External Indebtedness of Argentina, as defined in the Bonds' governing documents.

4. Argentina has violated the Equal Treatment Provision by making payments on its unsecured and unsubordinated External Indebtedness, including payments to holders of Exchange Bonds issued by Argentina pursuant to exchange offers made to defaulted Bond holders in 2005 and 2010, while failing make any payments on the defaulted Bonds and failing to afford equal treatment of rank and priority of payment to holders of defaulted Bonds, and while in fact enacting laws prohibiting any payments to holders of defaulted Bonds.

5. This Court has previously held that the Equal Treatment Provision in the 1994 Fiscal Agency Agreement prohibits Argentina from making payments to the holders of Exchange Bonds unless it previously or simultaneously makes a Ratable Payment to certain plaintiff holders of defaulted Bonds issued under that Agreement. Those decisions of this Court have been affirmed on appeal.

6. Plaintiffs, as other defaulted Bond holders who hold money judgments against Argentina, now seek similar relief.



7. If such relief is not granted, Plaintiffs will likely be consigned to many more months or years of fruitless efforts to execute on their money judgments, which constitutes irreparable harm.

Parties

8. Plaintiffs are plaintiffs in their prior actions, as listed in the caption above. Plaintiffs hold money judgments against Argentina with respect to Plaintiffs' defaulted Bonds.

9. Argentina is a foreign state as defined in 28 U.S.C. § 1603(a).

Jurisdiction and Venue

10. This Court has jurisdiction pursuant to 28 U.S.C. § 1330. Argentina is a foreign state and has explicitly and unconditionally waived sovereign immunity with respect to actions by holders of Bonds. Argentina therefore is not entitled to immunity under 28 U.S.C. §§ 1605-07 or under any applicable international agreement. Argentina also has consented to submit to the jurisdiction of this Court for actions arising in connection with the Bonds.

11. Venue is proper in this district by agreement of the parties and pursuant to 28 U.S.C. § 1391(f).

Facts

12. Prior to December 2001, Argentina issued Bonds pursuant to governing documents, each of which contained an Equal Treatment Provision. Exhibit A, attached hereto and incorporated herein, describes each such governing document, its Equal Treatment Provision, and the Bonds covered thereby, for all Bonds covered in this action.

13. Plaintiffs purchased and own beneficial interests in Bonds, as alleged in the complaints in the actions identified in the caption. The Plaintiffs, their actions, and the Bonds they currently hold are set forth in Exhibit B, attached hereto and incorporated herein.<sup>1</sup>

14. In late December 2001, Argentina declared a moratorium on any further payments on its external indebtedness. Events of Default occurred with respect to all such indebtedness, including Plaintiffs' Bonds. Argentina has not made any payments on the Bonds since that time.

15. Holders of defaulted Bonds, including Plaintiffs, have sued Argentina and obtained money judgments on the Bonds. The judgment amounts on Plaintiffs' Bonds are set forth in Exhibit B. Argentina has not paid the judgments, and has evaded efforts by Plaintiffs and other judgment holders to enforce their judgments.

16. In 2005, Argentina made an offer to holders of defaulted Bonds to exchange their Bonds for Exchange Bonds (the "2005 Exchange Offer"), which were valued at about 30% of the face value of the defaulted Bonds, and which were scheduled to pay interest twice annually. About 75% of the defaulted Bonds were exchanged for 2005 Exchange Bonds.

17. In connection with the 2005 Exchange Offer, Argentina enacted Law 26,017 (the "Lock Law"). The Lock Law prohibited the Executive Branch of the Argentine government from reopening the 2005 Exchange Offer without congressional approval and also prohibited the Executive Branch from concluding any type of settlement with holders of untendered securities that were eligible to participate in the 2005 Exchange Offer -- i.e., defaulted Bonds.

18. In 2009, Argentina determined to make another exchange offer the next year (the "2010 Exchange Offer"), also at a steep discount, in an effort to retire the remaining defaulted

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<sup>1</sup> In the case of jointly held bonds, only the first holder's name is listed on Exhibit B, but all holders are listed as plaintiffs in the caption of this complaint.

Bonds. About 18% of the defaulted Bonds were exchanged for 2010 Exchange Bonds, which were also scheduled to pay interest twice annually.

19. In connection with the 2010 Exchange Offer, Argentina enacted Law 26,547. Law 26,547 suspended the Lock Law for purposes of the 2010 Exchange Offer; prohibited offering terms more favorable to remaining bondholders than the terms of the 2005 Exchange Offer; and prohibited offering terms more favorable to bondholders who had sued than to those who had not.

20. Argentina made the required interest payments on the 2005 Exchange Bonds and the 2010 Exchange Bonds until it defaulted on the payments due on June 30, 2014.

21. The 2005 Exchange Bonds and the 2010 Exchange Bonds constitute unsecured and unsubordinated External Indebtedness.

22. Argentina violated the Equal Treatment Provision by relegating Plaintiffs' Bonds to non-paying status, while continuing to pay other unsecured and unsubordinated External Indebtedness.

23. Argentina's payments on the 2005 Exchange Bonds, the 2010 Exchange Bonds, and any other unsecured and unsubordinated External Indebtedness, while failing to pay on the Bonds, violated the Equal Treatment Provision of the Bonds.

24. Argentina has violated the Equal Treatment Provision in the governing documents applicable to the Bonds, including by:

- (a) Enacting Law 26,017, by which a new series of bonds, constituting unsecured unsubordinated External Indebtedness with payment obligations that rank higher than the Bonds, was issued.

(b) Enacting Law 26,547, by which a new series of bonds, constituting unsecured unsubordinated External Indebtedness with payment obligations that rank higher than the Bonds, was issued.

(c) Including provisions in Law 26,017 and Law 26,547 prohibiting payment on the Bonds.

(d) Making payments to holders of the 2005 Exchange Bonds without making payments to holders of the Bonds.

(e) Making payments to holders of the 2010 Exchange Bonds without making payments to holders of the Bonds.

(f) Making payments to holders of other unsecured unsubordinated External Indebtedness without making payments to holders of the Bonds.

25. Plaintiffs have suffered and will continue to suffer irreparable injury as a result of Argentina's violation of the Equal Treatment Provision unless the Court specifically enforces that Provision with a mandatory injunction requiring Argentina to pay Plaintiffs ratably whenever it pays interest to holders of 2005 Exchange Bonds, 2010 Exchange Bonds, or holders of other unsecured unsubordinated External Indebtedness.

26. Remedies at law are inadequate to compensate Plaintiffs for their injuries.

27. Plaintiffs have performed their part of the contract with Argentina.

28. Argentina is capable of performing its obligations pursuant to the Equal Treatment Provision.

29. The balance of the equities favors issuance of the requested injunction.

30. The public interest would not be disserved by issuance of the requested injunction.

31. In certain other actions before this Court, plaintiff holders of Bonds asserted claims against Argentina for violation of the Equal Treatment Provision and sought injunctions requiring specific performance of the provision, requiring, if Argentina made payments on Exchange Bonds, that Ratable Payments also be made to the plaintiffs that obtained the injunctions. This Court granted summary judgment to those plaintiffs, holding that Argentina was violating the Equal Treatment Provision, and issued the requested injunctions.

32. In its order dated December 7, 2011, in those actions, this Court held that Argentina's Equal Treatment obligations apply to judgments on Bonds:

It is DECLARED, ADJUDGED, and DECREED that the Republic's payment obligations on the bonds include its payment obligations to bondholders who have brought actions to recover on their defaulted bonds, and on judgments entered pursuant to judicial action brought by bondholders.

*Id.* at 4 ¶ 3. Therefore, the same relief as was granted in the prior cases is warranted in favor of Plaintiffs here.

33. This Court's injunctions and orders were affirmed on appeal. *NML Capital, Ltd. v. Republic of Argentina*, 699 F.3d 246 (2d Cir. 2012), *cert. denied*, 134 S. Ct. 201 (2013); 727 F.3d 230 (2013), *cert. denied*, Nos. 13-990 and 13-991 (U.S. June 16, 2014). Argentina is bound and estopped by those decisions.

First Claim for Relief

[For Specific Performance of the Equal Treatment Provision  
of the 1994 FAA and for Injunctive Relief]

34. The allegations of paragraphs 1-33 above are incorporated here.

35. This claim is brought on behalf of Plaintiffs holding beneficial interests in Bonds governed by the 1994 Fiscal Agency Agreement (including Amendment No. 1 where applicable), as specifically set forth in Exhibits A and B, with respect to those Bonds.

36. Plaintiffs are entitled to specific performance of the Equal Treatment Provision set forth in the 1994 Fiscal Agency Agreement (including Amendment No. 1 where applicable) and to injunctive relief enforcing that provision and prohibiting evasion of those obligations.

Second Claim for Relief

[For Specific Performance of the Equal Treatment Provision  
of the 1993 Fiscal Agency Agreement and Prospectus]

37. The allegations of paragraphs 1-33 above are incorporated here.

38. This claim is brought on behalf of Plaintiffs holding beneficial interests in Bonds governed by the 1993 Fiscal Agency Agreement and related Prospectus, as specifically set forth in Exhibits A and B, with respect to those Bonds.

39. Plaintiffs are entitled to specific performance of the Equal Treatment Provision set forth in the 1993 Fiscal Agency Agreement and related Prospectus and to injunctive relief enforcing that provision and prohibiting evasion of those obligations.

Third Claim for Relief

[For Specific Performance of the Equal Treatment Provision  
of the Floating Rate Bond Exchange Agreement and the  
Discount and Par Bond Exchange Agreement]

40. The allegations of paragraphs 1-33 above are incorporated here.

41. This claim is brought on behalf of Plaintiffs holding beneficial interests in Bonds governed by the Floating Rate Bond Exchange Agreement and the Discount and Par Bond Exchange Agreement, as specifically set forth in Exhibits A and B, with respect to those Bonds.

42. Plaintiffs are entitled to specific performance of the Equal Treatment Provision set forth in the Floating Rate Bond Exchange Agreement and the Discount and Par Bond Exchange Agreement and to injunctive relief enforcing that provision and prohibiting evasion of those obligations.

Fourth Claim for Relief

[For Specific Performance of the Equal Treatment Provision  
of the Terms and Conditions of the Trust Deed governing the  
Euro Medium-Term Notes Program]

1. The allegations of paragraphs 1-33 above are incorporated here.
2. This claim is brought on behalf of Plaintiffs holding beneficial interests in Bonds governed by the Terms and Conditions of the Trust Deed governing the Euro Medium-Term Notes Program, as specifically set forth in Exhibits A and B, with respect to those Bonds.
3. Plaintiffs are entitled to specific performance of the Equal Treatment Provision set forth in the Terms and Conditions of the Trust Deed governing the Euro Medium-Term Notes Program and to injunctive relief enforcing that provision and prohibiting evasion of those obligations.

Fifth Claim for Relief

[For Specific Performance of the Equal Treatment Provision  
of the Bond Purchase Agreement, Subscription Agreements, Memorandums,  
and Offering Circular for DM Bonds]

4. The allegations of paragraphs 1-33 above are incorporated here.
5. This claim is brought on behalf of Plaintiffs holding beneficial interests in Bonds governed by the 1997 Bond Purchase Agreement, 1998 Subscription Agreement, 1999 Subscription Agreement, November Memorandum, December Memorandum, February Subscription Agreement, June Subscription Agreement, September Subscription Agreement, July Subscription Agreement, January Subscription Agreement, and Offering Circular, as specifically set forth in Exhibits A and B, with respect to those Bonds.
6. Plaintiffs are entitled to specific performance of the Equal Treatment Provision set forth in the 1997 Bond Purchase Agreement, 1998 Subscription Agreement, 1999

Subscription Agreement, November Memorandum, December Memorandum, February Subscription Agreement, June Subscription Agreement, September Subscription Agreement, July Subscription Agreement, January Subscription Agreement, and Offering Circular and to injunctive relief enforcing that provision and prohibiting evasion of those obligations.

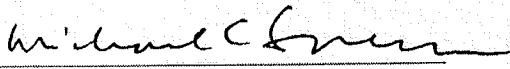
WHEREFORE, Plaintiffs demand judgment against the Republic of Argentina as follows:

a. On each Claim for Relief, an Order specifically enforcing the Equal Treatment Provision by requiring ratable payment to Plaintiffs whenever Argentina makes payments on the 2005 Exchange Bonds, the 2010 Exchange Bonds, or other unsecured unsubordinated External Indebtedness.

b. Awarding Plaintiffs their costs, attorneys' fees, and such other and further relief as the Court shall deem just and proper.

Dated: October 15, 2014

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